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December 22, 2015

VIA CERTIFIED MAIL

Jared Blumenfeld, Regional Administrator U.S. Environmental Protection Agency Region IX 75 Hawthorne Street San Francisco, California 94105

Re: <u>Plastic Pollution Coalition v. TE Connectivity</u>, N.D. Cal., Case No. 15-cv-03658; Notice of Settlement and Proposed Consent Decree

Dear Regional Administrator Blumenfeld:

This letter constitutes notice that the parties in the above-referenced citizen suit under the federal Clean Water Act ("CWA") have reached a settlement of all claims and have agreed to language of a Consent Decree that pursuant to its terms will fully resolve this litigation. The settlement is contingent upon the expiration of the federal agency 45-day review period required by the CWA.

Thank you for your attention to this matter. Our client, Plastic Pollution Coalition, is pleased to have been part of this action to enforce the Clean Water Act and improve the quality of our waterways.

Sincerely,

James Birkelund

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA

PLASTIC POLLUTION COALITION, a project of EARTH ISLAND INSTITUTE, a non-profit organization,

Plaintiff,

v.

TE CONNECTIVITY dba TYCO ELECTRONICS CORPORATION, TE CONNECTIVITY NETWORKS, and TE CIRCUIT PROTECTION,

Defendant.

Case No. 3:15-cv-3658

[PROPOSED] CONSENT DECREE

(Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.)

This CONSENT DECREE ("Consent Decree" or "Agreement") is entered into by and between Earth Island Institute and Plastic Pollution Coalition (collectively, "PPC") and Tyco Electronics Corporation dba TE Connectivity (collectively, "TE Connectivity"). PPC and TE Connectivity are each a "Party" and collectively are referred to as the "Parties."

RECITALS

WHEREAS, Plastic Pollution Coalition, a project of the not-for-profit corporation Earth Island Institute, is a global alliance of individuals, organizations, and businesses working towards a world free of plastic pollution and its toxic impacts to humans, animals, and the environment, and Earth Island Institute further is dedicated generally to protecting and preserving the environment, including water quality.

WHEREAS, TE Connectivity has a facility at 305 Constitution Drive, Menlo Park, CA 94025 (the "Facility"). The Facility has 7 buildings, and occupies 27.5 acres right across from the Bayfront Expressway (Route 84) and the San Francisco Bay. See Attachment 1. TE Connectivity leases the property from Facebook and currently leases and uses a smaller portion of the property than in prior years when it occupied and used approximately 68 acres. TE Connectivity manufactures preproduction plastics for onsite use and for other manufacturers, including pellets, strands, and sheets from polyethylene (the most common industrial form of plastic), as well as plastic tubing. TE Connectivity's manufacturing processes involve the use of carbon black, zinc and antimony oxides, polymers, glycerin, cleaning solvents, and solvent based inks. The company is classified under Standard Industrial Code (SIC) classifications: 3089 (Plastic Products), 3082 (Unsupported Plastics Profile Shapes), and 2821 (Plastics Materials, Synthetic Resins, and Nonvulcanizable Elastomers).

WHEREAS, stormwater from the Facility drains into the public stormwater system located on the Facility's periphery and is discharged to the San Francisco Bay.

WHEREAS, stormwater discharges associated with industrial activity at the Facility are regulated pursuant to the National Pollutant Discharge Elimination System ("NPDES") General Permit No. CAS000001 (State Water Resources Control Board ("State Board"), California Regional Water Quality Order No. 2014-0057-DWQ ("2015 Permit") and shall in the future be regulated pursuant to future iterations of this permit which are adopted by the State Board and issued pursuant to Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. §1342) (collectively hereinafter the "Stormwater Permit").

¹ PPC has used Water Quality Order No. 91-03-DWQ, which was in force prior to July 1, 2015, to assess TE Connectivity's past compliance with its stormwater obligations.

WHEREAS, on June 4, 2015, PPC sent TE Connectivity a notice of intent to sue ("Notice") for alleged violations of the federal Clean Water Act ("CWA") and alleged violations of the Stormwater Permit for discharges at or about the Facility. See Attachment 2.

WHEREAS, on August 11, 2015, PPC filed the Complaint in this action against TE Connectivity asserting certain violations of the CWA, some of which PPC believes are continuing.

WHEREAS, TE Connectivity has cooperated fully with PPC's investigation of the Facility and the investigation disclosed no shortcomings in TE Connectivity's management practices for preventing plastic pollution of its stormwater discharges.

WHEREAS, apart from elevated levels of zinc that TE Connectivity believes may be attributable to offsite conditions or activities, there are no plastic pollution conditions at the Facility that raise concern for continuing excursions above regulatory action levels in the Facility's stormwater discharges.

WHEREAS, the Parties have agreed that settlement of this matter is in the best interest of the Parties and that entry into this Consent Decree is the most appropriate means of resolving this dispute. PPC and TE Connectivity have entered into this Consent Decree without litigation, trial adjudication, or admission of any issue of fact or law.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties each hereby agree as follows:

I. COMPLIANCE-RELATED MEASURES

A. Compliance with Stormwater Permit

 TE Connectivity will comply fully at all times with all conditions of the Stormwater Permit. Nothing in this Consent Decree shall be interpreted to require TE Connectivity to violate or reduce its obligations under the Stormwater Permit.

B. Modification of Stormwater Management

- 2. To further prevent pollutants associated with industrial activity in stormwater discharges from the Facility, TE Connectivity shall implement appropriate structural and non-structural BMPs to supplement the BMPs currently and historically employed by TE Connectivity. Specifically, modifications shall include, but not necessarily be limited to, the following:
- a. QISP. On or before the date of entry of this Consent Decree by the Court ("Effective Date"), TE Connectivity shall designate a Qualified Industrial Storm Water Practitioner, as that term is defined in the 2015 Permit, Section IX.A,² to assist in the Facility's implementation of any additional BMPs necessary to achieve compliance with the Stormwater Permit and this Consent Decree.
- b. Revise SWPPP. Within fifteen (15) days of the Effective Date, TE

 Connectivity shall, with the assistance of a QISP, prepare a revised SWPPP for the Facility,
 which shall incorporate the requirements of this Section I, including the Monitoring and
 Reporting Plan ("MRP") described below, and shall address the specific items listed in

 Attachment 3. Prior to implementation, the revised SWPPP shall be provided in draft form to

² If QISP certification has not yet been made available at the time the services of a QISP are required, the term "QISP" in this Consent Judgment shall be expanded at such time to include a qualified industrial stormwater practitioner. The Parties agree that David Dixon at Roux Associates is a qualified industrial stormwater practitioner.

PPC for review and comments. PPC shall have forty-five (45) days from its receipt of the amended SWPPP to propose any changes to the SWPPP that PPC reasonably believes are necessary to achieve compliance with the Storm Water Permit. Within fifteen (15) days of notification by PPC of any proposed changes to the SWPPP, TE Connectivity shall either make all of the changes to the amended SWPPP proposed by PPC, or notify PPC of the changes TE Connectivity declines to make. The Parties shall have 15 days after such notification to confer regarding any objections TE Connectivity has to changes proposed by PPC ("SWPPP Revision Period"). In the event the Parties are unable to agree to terms of an amended SWPPP during the SWPPP Revision Period, then either Party may within thirty (30) days of the close of the SWPPP Revision Period invoke a procedure whereby the Parties agree to a neutral third party QISP to resolve the dispute. In advance of invoking this procedure, PPC may request that TE Connectivity pay for the costs of the neutral and TE Connectivity will immediately agree to pay such costs; provided, however, that TE Connectivity determines in its reasonable discretion that both Parties are acting in good faith to resolve a significant dispute. In the absence of advance agreement over costs, the fees of the neutral third party will be paid by the Party invoking the procedure. This process shall apply each time the SWPPP is revised or replaced during the Term of Agreement. TE Connectivity shall have the right to implement its amended SWPPP during PPC's review and during the pendency of any dispute resolution process if necessary to comply with the Stormwater Permit.

C. Monitoring and Reporting Plan.

3. Within fifteen (15) days of the Effective Date, TE Connectivity shall prepare a Monitoring and Reporting Plan. Specifically, the MRP shall include, but not be limited to, the following elements:

- a. Sampling. During the Term of Agreement, TE Connectivity, shall collect four (4) stormwater samples from Qualifying Storm Events³ for testing each Reporting Year (July 1 to June 30). Samples shall be taken from all stormwater discharge points at the Facility identified in the current SWPPP (collectively, "Sampling Locations").
- b. Testing. During the Agreement, TE Connectivity agrees to test each sample taken pursuant to this Section I.C for (1) each parameter as set forth in Paragraph 4, and (2) any other parameters that must be tested pursuant to the 2015 Permit, Section XI.B.6.

 Samples shall be analyzed in accordance with the Monitoring Program and Reporting Requirements outlined in Section XI of the 2015 Permit. All storm water samples collected pursuant to this paragraph shall be: (1) analyzed by a laboratory accredited by the State of California's Environmental Laboratory Accreditation Program (ELAP), (2) delivered to the laboratory in accordance with an appropriate protocol to ensure the integrity of the samples, and (3) analyzed with laboratory methods adequate to detect the individual constituents at or below the values specified on Paragraph 4 and any other regulatory guidance (including the California Toxics Rule). Notwithstanding the above, the pH analysis of all samples will be performed on site by TE Connectivity.
- c. Source Assessment. TE Connectivity will engage a QISP to determine the level and source of each of the following parameters in stormwater from each of its discharge points: (1) magnesium, and (2) copper. TE Connectivity will begin the source assessment within sixty (60) days of the Effective Date. The Source Assessment written report will be completed on or before March 31, 2016, and be provided to PPC within ten (10) days of its completion. TE

³ The term "Qualifying Storm Event" shall have the meaning ascribed in the 2015 Permit, Section XI.B.1

Connectivity will sample, test, and report under the Stormwater Permit for copper or magnesium at sampling locations that the source assessment determines are likely to have these metals present from an industrial source in the stormwater discharge at more than de minimis concentrations.

- d. Observation. Each year for the Term of Agreement, from October 1 through May 31, TE Connectivity shall inspect monthly all storm drains and BMPs in place at the Facility and identified in the SWPPP to ensure that they are not in a condition that would materially impair their efficacy. In addition, TE Connectivity shall visually observe all Sampling Locations at the time of sampling required herein in accordance with the 2015 Permit's Section XI.A.2. TE Connectivity shall keep a log of the observations made in the inspections required by this paragraph and of any other storm water-related inspections and observations it makes during the Term of Agreement ("Inspection Log").
- e. Annual Summary. By July 15 following each Reporting Year, TE

 Connectivity shall compile an end-of-the-season summary that includes: (1) a table/chart that

 lists all sample results from the immediately preceding Reporting Year, including results for each

 parameter listed in Paragraph 4; (2) identification of any new BMPs that TE Connectivity has

 implemented or will implement, as needed; and (3) a copy of the Inspection Log for that

 Reporting Year, (collectively, the "Annual Summary"). TE Connectivity may send PPC its

 Annual Report as part of, or in lieu of, the Annual Summary provided all of the information in

 this paragraph is provided to PPC.

II. EXCEEDANCE RESPONSE ACTIONS

4. During the Term of Agreement, if TE Connectivity's sampling pursuant to Section I of this Agreement reveals an NAL Exceedance, as defined by Stormwater Permit

section XII.A, and including zinc and antimony,⁴ then TE Connectivity will take the Exceedance Response Actions ("ERA") required by Section XII.C and D of the Stormwater Permit.

5. TE Connectivity shall electronically provide to PPC any ERA upon the same date that it submits the same to the State Water Board. PPC may object to the contents of any ERA submittal as being inadequate to address the NAL exceedance(s) within forty-five (45) days after PPC's receipt of the document to which it objects. Within fifteen (15) days of notification by PPC of objection to an ERA submittal, TE Connectivity shall either make all of the changes to the ERA proposed by PPC, or notify PPC of the changes TE Connectivity declines to make. The Parties shall have fifteen (15) days to confer regarding any objections TE Connectivity has to changes proposed by PPC ("ERA Revision Period"). In the event the Parties are unable to agree to terms of an amended SWPPP during the ERA Revision Period, then either Party may within thirty (30) days of the close of the ERA Revision Period, invoke a procedure whereby the Parties agree to a neutral third party OISP who shall attempt to resolve the dispute. In advance of invoking this procedure, PPC may request that TE Connectivity pay for the costs of the neutral and TE Connectivity will immediately agree to pay such costs; provided, however, that TE Connectivity determines in its reasonable discretion that both Parties are acting in good faith to resolve a significant dispute. In the absence of advance agreement over costs, the fees of the neutral third party will be paid by the Party invoking the procedure. TE Connectivity shall have the right to submit any ERA Plan to the Water Board during PPC's review and during the pendency of any dispute resolution process if necessary to comply with the Stormwater Permit. The above process shall apply each time an ERA is required during the Term of Agreement.

⁴ The Parties agree that TE Connectivity will test for antimony and zinc, and report the results of that testing to PPC and the Water Board during the term of this Consent Decree.

6. If TE Connectivity detects no exceedance of any NAL in four consecutive sampling events, the facility shall return to baseline status as described in Section XII.C and D of the Stormwater Permit.

III. REPORTING SUMMARY

- 7. During the Term of Agreement, TE Connectivity shall report to PPC each of the following by or before the date indicated:
 - a. A copy of each correspondence with, and each other document related to stormwater management submitted to, the Regional Board or State Board at the same time each is submitted to the Regional or State Board, including submissions to the Storm Water Multiple Application and Report Tracking System (SMARTS);
 - b. A copy of each new or revised SWPPP and MRP prepared for the Facility within fifteen (15) calendar days of its preparation;
 - c. A copy of each result of testing performed pursuant to Paragraph I.C.3 within fifteen (15) calendar days of TE Connectivity's receipt of each such result (TE Connectivity will provide complete results from all of TE Connectivity's sampling of storm water or any other effluent or discharge to the surface water or any storm sewer system, whether or not each constituent is included in Paragraph 4);
 - d. A copy of the Annual Summary prepared pursuant to Paragraph 4 by July 15 of each year.
- 8. If any document listed in Paragraph 7 is publicly available through SMARTS within the applicable time period, TE Connectivity may notify PPC of the availability of the document in lieu of providing a copy.

IV. INSPECTIONS

9. Once each Reporting Year, and in addition within forty-five (45) days of PPC's receipt of any Level 2 ERA Plan or Level 2 ERA Technical Report, TE Connectivity shall allow PPC (*i.e.*, PPC's attorneys, consultants, or other representatives) to inspect the Facility. PPC shall provide TE Connectivity with at least three (3) business days' notice of proposed inspection dates and the Parties shall work together to select a mutually agreeable and prompt inspection date and time.

V. ENVIRONMENTAL MITIGATION FUNDS

10. Within thirty (30) calendar days after the effective date of this Consent Decree, TE Connectivity will deliver a payment in the amount of \$28,000.00 to the Clean Water Fund, an environmental non-profit organization, to be applied to projects that will benefit of the San Francisco Bay watershed. TE Connectivity will mail a copy of the check to the party identified to receive communication on behalf of PPC.

VI. EXPENSES AND COSTS

PPC the amount of \$60,500.00 to help defray PPC's reasonable expenses and costs, including for: conducting an investigation of the Facility; legal research regarding TE Connectivity's violations of the Stormwater Permit and the Water Quality Control Plan for the San Francisco Bay Basin Plan's limitations; drafting, editing, and finalizing the notice of violation and perfecting service on applicable Parties; and all other reasonable investigative, expert, consultant, and attorneys' fees and costs incurred as a result of investigating the activities at TE Connectivity's facility, and negotiating a resolution in the public interest. Such payment shall be made payable and sent to the Law Offices of James Birkelund Attorney Client Trust Account.

12. The parties acknowledge that PPC will incur future fees and costs to monitor TE Connectivity's compliance with this Consent Decree and to effectively meet and confer and evaluate monitoring results for the Facility, and TE Connectivity agrees to further defray PPC's reasonable fees and costs, including as may be incurred in overseeing the implementation of this Consent Decree, in the amount of fifteen thousand dollars (\$15,000) (the equivalent of \$5,000 for each calendar year for the Term of Agreement). Payment of the \$15,000 shall be made payable to the Law Offices of James Birkelund Attorney Client Trust Account within 15 days of the Effective Date.

VII. TERM OF AGREEMENT

in effect from the Effective Date until all obligations associated with the 2017-2018 Reporting Year have been fulfilled ("Term of Agreement"), at which time the Consent Decree, and all obligations under it, shall automatically terminate. If TE Connectivity maintains full compliance with the Stormwater Permit and this Consent Decree in the 2015-16 and 2016-17 reporting years, and no ERA is required during that time, the Consent Decree shall terminate when the reporting requirements of the Consent Decree for the 2016-17 reporting year have been completed.

VIII. JURISDICTION OVER PARTIES; DOJ SUBMITTAL; DISMISSAL OF SUIT

A. Jurisdiction

14. For the purposes of this Consent Diecree, the Parties stipulate that the United States District Court for the Northern District of California has jurisdiction over the Parties and

⁵ Compliance monitoring activities may include, 1but are not limited to, site inspections, review of water quality sampling reports, review of annual preports and Annual Summaries, review of ERA submittals, discussions with representatives of TE? Connectivity, and formulating and proposing changes to TE Connectivity's SWPPP and any ERA submittal, and meeting and conferring with TE Connectivity and any QISPs engaged to resolve disputes between the Parties.

subject matter of this Consent Decree. The Parties stipulate that venue is appropriate in the Northern District of California and that TE Connectivity will not raise in the future, as part of enforcement of this Consent Decree, whether PPC has standing to bring the Complaint or any subsequent action or motion pursuant to the Dispute Resolution procedures herein.

B. Submission of Consent Decree to DOJ

15. Within three (3) business days of receiving all of the Parties' signatures to this Consent Decree, PPC shall lodge this Consent Decree with the Court and submit this Consent Decree to the U.S. Department of Justice ("DOJ") and EPA for agency review consistent with 40 C.F.R. §135.5. The agency review period expires forty-five (45) calendar days after receipt by the DOJ, evidenced by correspondence from DOJ establishing the review period. In the event DOJ comments negatively on the provisions of this Consent Decree, the Parties agree to meet and confer to attempt to resolve the issues raised by DOJ.

C. **Dismissal of Complaint**

16. Upon the Effective Date, the Parties shall file with the Court a Stipulation and Order that shall provide that the Complaint and all claims therein shall be dismissed pursuant to Federal Rule of Civil Procedure 41(a)(2), subject to the Court's continuing jurisdiction to enforce this Consent Decree.

IX. OTHER TERMS

17. <u>Authority Interpretation, and Integration</u>. The undersigned representative for each Party certifies to be fully authorized to enter into this Consent Decree and to legally bind such Party and its successors in interest. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties concerning the subject matter of this Consent Decree are contained herein. Paragraph and other headings are for the purpose of convenience of

reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Consent Decree. The Parties acknowledge that this is a negotiated agreement, and that in no event shall the terms of this Consent Decree be construed against any of the Parties on the basis that such Party, or its counsel, drafted this Consent Decree. This Consent Decree shall apply to TE Connectivity's operation of the stormwater facilities, management, and discharges at the Facility. This Consent Decree has no bearing, and does not apply to other facilities owned or operated by TE Connectivity.

- 18. Effect of Settlement. This Consent Decree is intended to be and shall constitute the exclusive remedy and final resolution between the Parties and their respective officials, agents, representatives, officers, directors, employees, successors and assigns for any claim, demand, or cause of action that is related to PPC's Notice or that was asserted or could have been asserted in PPC's Complaint under the Clean Water Act, whether known or unknown, asserted or unasserted, which accrued at any time within the five (5) years prior to the Effective Date of this Consent Decree. Each party hereto reserves all legal and equitable remedies available to enforce this Consent Decree, which the Parties intend to constitute a legally binding contract. The requirements of this Consent Decree are in addition to, and not a substitute for, the terms of the Stormwater Permit, and shall be binding on TE Connectivity irrespective of TE Connectivity's obligations pursuant to the Stormwater Permit.
- 19. <u>Assignment, Modification, Waiver</u>. The provisions of this Consent Decree shall inure to the benefit of and be binding upon the Parties hereto, including their officials, agents, representatives, officers, directors, employees, successors, and assigns. Changes in the organizational form or status of a Party shall have no effect on the binding nature of this Consent Decree or its applicability. This Consent Decree may be modified only with the written consent

of PPC and TE Connectivity. Any waiver of any provision of this Consent Decree by a Party must be in writing and signed by a person having the authority to do so on behalf of such Party. No delay or omission in the exercise of any right or remedy accruing to any Party shall impair such right or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a Party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

20. <u>Notifications</u>. Whenever any notice or any other communication is required or permitted to be given under any provision of this Consent Decree shall be, to the extent feasible, sent via electronic mail transmission to the e-mail addresses list below, or, if e-mail is not feasible, by confirmed facsimile or certified U.S. Mail with return receipt to the addresses in this paragraph. Notifications and documents required to be provided to PPC will be directed to:

James Birkelund, Esq. 548 Market St., #11200 San Francisco, CA 94104 Email: james@birkelundlaw.com

Fax: 415-789-4556

Notifications required to be provided to TE Connectivity will be directed to:

Tyco Electronics, Inc.

Attn: Carl B. Schultz

Senior Counsel

Senior Director, Environment, Health & Safety

P.O. Box 3608,

Harrisburg, PA 17105

Email;carl.schultz@te.com

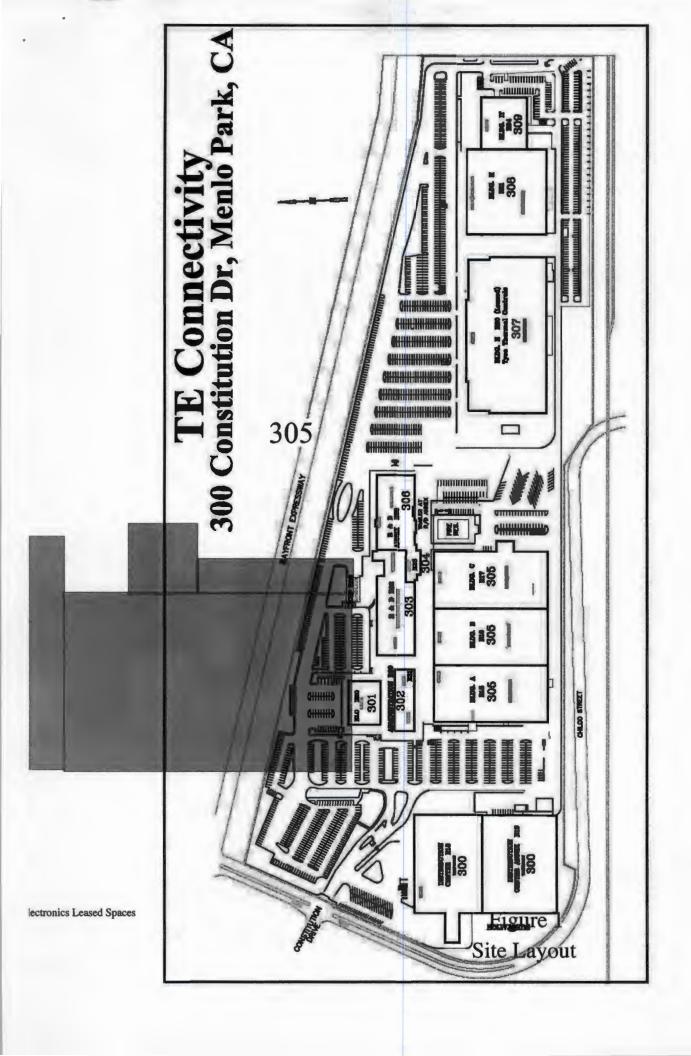
With a copy directed to

Gary J. Smith, Esq. Beveridge & Diamond, P.C. 456 Montgomery St., Suite 1800 San Francisco, CA 94104 Email: gsmith@bdlaw.com 21. Counterparts. This Consent Decree may be executed in counterparts and by facsimile or pdf signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. A facsimile or pdf signature shall be as valid as the original.

PLASTIC POLLUTION COALITION	
By: Dianna Cohen, Executive Director	Date: December 9, 2015
EARTH ISLAND INSTITUTE	
By: John Knox, Vice President and Executive Director	Date: Dec. 9, 2015
TYCO ELECTRONICS, INC. COROCATION	Jas
ву:	Date: December 11 2015
Carl Schultz, Senior Counsel	•

and Senior Director, Environmental Health & S afety

ATTACHMENT 1 Map of TE Connectivity Facility



ATTACHMENT 2 Notice of Violation



JAMES BIRKELUND, ESQ. 548 Market St., Suite 11200 San Francisco, CA 94104 T: 415.602.6223; F: 415.789.4556 jbirkelund@greenfirelaw.com

By Certified Mail
Return Receipt Requested

June 1, 2015

Tom Lynch Chief Executive Officer TE Connectivity Ltd. 1050 Westlakes Drive Berwyn, PA 19312

Stephen Douglas EHS Manager Tyco Electronics Corp. 300 Constitution Drive Menlo Park, CA 94025 CT Corporation System
Agent for Service of Process
TE Connectivity Networks, Inc.
Tyco Electronics Corporation
Tyco Electronics Holding Corp.
818 W. Seventh St., 2nd Floor
Los Angeles, CA 90017

Re: Notice of Intent to File Citizen Suit Pursuant to the Federal Clean Water Act

Gentlemen and Agent:

On behalf of the Plastic Pollution Coalition, a project of the Earth Island Institute (collectively, "PPC"), whose address is 2150 Allston Way #460, Berkeley, California 94704, and telephone number is (510) 859-9100, I write regarding violations under the federal Clean Water Act ("CWA" or "Act") by TE Connectivity dba Tyco Electronics Corporation, TE Connectivity Networks, Inc., and TE Circuit Protection (collectively, "TE Connectivity"), with regard to the facility located at: 300 Constitution Drive, Menlo Park, California 94025 (the "Facility"). The purpose of this letter is to provide TE Connectivity and its officers/managers named above with notice of these violations and notice of PPC's intent to file a lawsuit against TE Connectivity and the individuals named above in sixty (60) days under the CWA in Federal District Court. 33 U.S.C. § 1365(a)(1).

TE Connectivity has consistently violated the Clean Water Act over the last five years, including in the last-reported wet season of 2013-2014. TE Connectivity's officers certified to the State of California that the corporation had read the California storm water permit and was in compliance with its requirements. However, as detailed below, information available to PPC indicates that TE Connectivity has discharged, and continues to discharge, pollutants unlawfully

NOTICE OF VIOLATION JUNE 1, 2015

from the Facility and has routinely failed, and continues to fail, to fully comply with the reporting and monitoring requirements under the Act.

The Act prohibits the discharge of stormwater absent strict compliance with its terms and the attendant state permits. Section 402(p) of the CWA establishes a framework for regulating pollutants associated with industrial activity. 33 U.S.C. § 1342(p). In California, any person who discharges storm water associated with industrial activity must comply with the terms of California's general permit covering such discharges ("Stormwater Permit"). ¹ 33 U.S.C. § § 1311(a), 1342; 40 C.F.R. § 122.41(a); Stormwater Permit, § C(1). "Any [Stormwater] Permit noncompliance constitutes a violation of the [CWA] and the [California] Porter-Cologne Water Quality Control Act." Stormwater Permit, § C(1). Broadly, the Stormwater Permit prohibits discharges of materials other than storm water directly or indirectly to waters of the United States and storm water discharges that "cause or threaten to cause pollution, contamination, or nuisance." *Id.*, § A. The Stormwater Permit imposes a duty to "take all responsible steps to minimize or prevent any discharge in violation of [the Stormwater] Permit which has a reasonable likelihood of adversely affecting human health or the environment." *Id.*, § C(4).

California laws also prohibit the discharge of plastic pollution. The California Legislature, through passage of the Nurdles Law (California Water Code section 13367) specifically targets plastic pollution, establishing minimum best management practices ("BMPs") for facilities that manufacture, handle, and transport preproduction plastic. The Nurdles Law prescribes specific BMPs that should be implemented at each industrial site handling plastic pellets. The minimum BMPs include: containment systems at all onsite storm drain discharge locations; measuring to prevent discharge of plastic pellets during loading and unloading; storage of pellets in sealed containers; installation of capture devices under transfer valves and devices during loading and unloading; and vacuum or vacuum type system for quick cleanup of fugitive plastic pellets. Cal Water Code § 13367(e)(1) – (5).

TE Connectivity has consistently violated and continues to violate the Act, the Stormwater Permit, and California's Nurdles Law. In addition to the violations explicitly noted herein, this notice letter ("Notice") covers all CWA violations of the same type evidenced by information that becomes available after the date of this Notice.

Based on review of the Water Board's records, TE Connectivity is the operator of the Facility and the Secretary of State records indicate CT Corporation is the registered agent for service of process for the corporations. This letter puts TE Connectivity, Tom Lynch, and Stephen Douglas on notice of violations and is being sent to you as the responsible owners, officers, and/or operators of the Facility, or as the registered agent for the individual and entity addressees/recipients of this notice.

¹ National Pollutant Discharge Elimination System General Permit No. CAS000001, California Water Quality Control Board, Order No. 92-12-DWQ, as amended by Order No. 97-03-DWQ, Waste Discharge Requirements for Discharges of Storm Water Associated with Industrial Activities Excluding Construction Activities. The state has adopted a new Stormwater Permit, Order No. 2014-0057-DWQ ("2014 Permit"), effective July 1, 2015. The violations alleged in this Notice also violate the requirements of the 2014 Permit, which is as or more stringent than the current Stormwater Permit.

I. TE Connectivity Background

TE Connectivity is a global company. The Facility in Menlo Park has 12 buildings and occupies 68 acres right across from the Bayfront Expressway (Route 84), Bedwell Bayfront Park, and the San Francisco Bay. It is located very close to the Don Edwards San Francisco Bay National Wildlife Refuge. TE Connectivity manufactures preproduction plastics for other manufacturers, including pellets, strands, and sheets from polyethylene (the most common industrial form of plastic), as well as plastic tubing and molded parts. It also manufactures polymer-based circuit protection devices with a production process that includes plastics compounding, plastics extrusion, lamination with metallic foil, punching, soldering, and resin coating. TE Connectivity's manufacturing processes involve the use of carbon black and nickel polymers, nickel and copper metals, solder, zinc and antimony oxides and polymers, glycerin, cleaning solvents, and solvent-based inks.

TE Connectivity has violated the CWA repeatedly and consistently over the last 5 years, demonstrating disregard for the terms of its permit. Most notably, TE Connectivity regularly discharges zinc in concentrations as high as 35 times the federal Environmental Protection Agency's (EPA) benchmarks.² See Attachment A. Industrial sources of zinc, a heavy metal, negatively impact our waterways and San Francisco Bay. TE Connectivity also has discharged Total Suspended Solids ("TSS") in excess of the EPA benchmarks and water of unacceptably high specific conductivity and pH levels, both of which indicate the likelihood of other pollutants. TE Connectivity's consistent exceedances of the EPA's benchmarks at the Facility show past and continuing failures to use BMPs to reduce or eliminate pollutants.

The company's proximity to the Bay accentuates storm water pollution concerns. The company stencils the message "No Dumping -- Flows to Bay" as a structural control next to storm drain inlets. Yet TE Connectivity consistently discharges unacceptably high levels of pollutants from its own industrial activities.

Based on our investigation, TE Connectivity has been operating the Facility at its present location since at least 2001. The company certifies in its Notice of Intent to comply with the Stormwater Permit that it is classified under SIC code 3089 (Plastic Products), 3082 (Unsupported Plastics Profile Shapes), and 2821 (Plastics Materials, Synthetic Resins, and Nonvulcanizable Elastomers).

II. TE Connectivity's Violations of the Clean Water Act and Stormwater Permit

Our investigation, including a review of TE Connectivity's self-reported annual reports submitted to the State Water Resources Control Board and/or the Regional Water Board, indicates that TE Connectivity routinely discharges from the Facility storm water that exceeds the EPA's benchmarks, polluting the San Francisco Bay, and likely causes contamination and

² The EPA has established benchmarks for pollutant discharges, which serve as the parameters to determine if a facility is properly implementing safeguards and procedures to prevent unlawful discharges. 65 Fed. Reg. 64746, Table 3. These benchmarks are relevant and an objective standard to evaluate whether a facility has implemented the requisite BAT and BCT.

adverse impacts to the environment, in violation of the Water Quality Control Plan for the San Francisco Basin ("Basin Plan"). Investigations also indicate that TE Connectivity's site operations include open dumpsters and various industrial refuse or materials that are exposed to storm water.

The Stormwater Permit governs storm water discharges by among other things:

- Prohibiting discharges of materials other than storm water without a separate NPDES permit. Discharge Prohibition A.1.
- Prohibiting the discharge of storm water pollutants that cause or threaten to cause pollution, contamination, or nuisance. Discharge Prohibition A.2.
- Requiring facilities to reduce or prevent pollutant associated with industrial activities
 in storm water with best available technology economically achievable ("BAT") for
 toxic pollutants such as zinc and best conventional pollutant control technology
 ("BCT") for conventional pollutants such as TSS. Effluent Limitation B.3.
- Prohibiting storm water discharges and authorized non-storm water discharges to surface water or groundwater that adversely impact human health or the environment. Receiving Water Limitation C.1.
- Prohibiting storm water discharges and authorized non-storm water discharges that cause or contribute to an exceedance of an applicable water quality standard.³
 Receiving Water Limitation C.2.

As discussed in detail below, TE Connectivity is violating all of the above provisions.

A. Unlawful Discharges of Pollution

Samples of storm water discharged from TE Connectivity demonstrate exceedances of the EPA's benchmarks, the Water Board standards, and/or the Basin Plan's water quality standards limits 38 times in the last 5 years. See Attachment A; Stormwater Permit, Effluent Limitation B of the Permit. Storm water discharges from the Facility in violation of the Stormwater Permit include: zinc as high as 4.5 mg/L and over 35 times in excess of the EPA benchmark of 0.117 mg/L; TSS as high as 250 mg/L and in excess of the EPA benchmark of 100 mg/L; pH values as high as 9.11 s.u. and above the EPA benchmark value of 9.0 s.u.; and specific conductivity levels of 550 umhos/cm and above the Water Board's recommended maximum level of 200 umhos/cm. See TE Connectivity's Annual Storm Water Discharge Report for 2009-2010, 2010-2011, 2011-2012, 2013-2014 ("Annual Reports"). In short, excessive levels of pollutants have been discharged by the Facility, on an ongoing basis, into storm water over the past five years.

³ Water quality standards are established in the San Francisco Bay Basin, Region 2, Water Quality Control Plan, amended as of December 31, 2011, available at: www.waterboards.ca.gov/rwqcb2/basin_planning.shtml (last accessed May 10, 2015).

To date, TE Connectivity has not revised its Storm Water Pollution Prevention Plan ("SWPPP") to address these consistent violations of the Stormwater Permit. The failure to do so violates the Stormwater Permit, Receiving Water Limitation C.3, and these violations have continued since the first exceedances of the EPA Benchmarks and other standards on or before April 27, 2010.

TE Connectivity's reported test results also demonstrate that the Facility has and continues to discharge pollutants without an NPDES permit, particularly with regard to zinc. Stormwater Permit, Discharge Prohibition A.1. The specific conductivity results strongly suggest the presence of additional pollutants in TE Connectivity's storm water that are not among the tested parameters.

Pollutants discharged in storm water are known to degrade water quality and have adverse effects on aquatic life and habitats in the San Francisco Basin. Each instance of a discharge of storm water or other pollutants in violation of discharge prohibitions, receiving water limitations, and/or effluent limitations is a separate and distinct violation off the Stormwater Permit and the CWA. See 33 U.S.C. § 1311(a). TE Connectivity and its officers and agents are liable under the CWA for these violations that are ongoing and will likely continue.

B. Failure to Adequately Sample and Analyze Storm Events from Each Discharge Point

With certain limited exceptions, the Stormwater Permit requires that each covered facility sample two storm events per wet season from each of its stormwater discharge locations. Stormwater Permit, Sections B.5.a and B.7.a. "Facility operators shall collect storm water samples during the first hour of discharge from (1) the first storm event of the wet season, and (2) at least one other storm event in the wet season." Id. "All storm water discharge locations shall be sampled." Id. "Facility operators that do not collect samples from the first storm event of the wet season are still required to collect samples from two other storm events of the wet season and shall explain in the Annual Report why the first storm event was not sampled." Id.

TE Connectivity has failed to collect the two required storm water samples from each storm water discharge location in each of the last five years despite discharging storm water from its facility. TE Connectivity has extensive industrial activities and a complex storm water drainage system. See TE Connectivity 2013 SWPPP ("2013 SWPPP"), Figures 1A – 3D. Yet, during the past five years, TE Connectivity has only sampled and analyzed storm water discharges from four locations at the Facility. PPC alleges, and the 2013 SWPPP affirms, that these four collection points do not include each storm water discharge location on the 68-acre site, including but not limited to, all storm water from Building 305A and 305B, any stormwater from Distribution buildings 300, and any storm water from Research and Development building 303.

In addition, in the wet season for 2009-2010 and 2010-2011, TE Connectivity failed to analyze and inspect stormwater samples from the *first* rain event in the wet season and failed to sample *two* storm events. 2009-2010 Annual Report; 2010-2011 Annual Report.

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The failure to collect samples from all of the Facility's discharge locations for five rainy seasons results in numerous distinct violations of the Stormwater Permit. Each instance of failing to sample first rain events and failing to sample twice a wet season are also distinct violations. These violations are ongoing. Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the federal CWA, TE Connectivity is subject to penalties for violations of the Storm Water Permit and CWA since June 2010. See 33 U.S.C. § 1311(a). TE Connectivity and its officers and agents are liable under the CWA for these violations.

C. Failure to Develop, Implement, and Revise an Adequate Storm Water Pollution Prevention Plan and to Take Responsible Steps to Minimize or Prevent Discharges in Violation of the Stormwater Permit

All facilities covered under the Stormwater Permit, including TE Connectivity, must develop and implement a SWPPP. Stormwater Permit, Section A.1. The SWPPP must identify and evaluate the sources of pollutants associated with industrial activities that may affect the quality of storm and non-storm water discharges. The SWPPP also must identify and implement site-specific best management practices (BMPs) to reduce or prevent pollutants associated with industrial activities in storm water and authorized non-storm water discharges, including structural BMPs where non-structural BMPs are ineffective; and the SWPPP must include BMPs that achieve BAT and BCT. *Id.*, Sections A.2 and B.3. The permittee must take responsible steps to minimize and prevent any discharge that has a reasonable likelihood of adversely affecting human health or the Environment. *Id.*, Section C.4.

Requirements under the SWPPP are further detailed as it must include: (1) a site map showing the facility boundaries, storm water drainage areas with flow patterns, nearby water bodies, the location of the storm water collection, conveyance and discharge system (and the direction of flow for discharges), structural control measures, areas of actual and potential pollutant contact, areas of industrial activity, and an outline of all impervious areas of the facility (id., Section A.4); (2) a list of significant materials handled and stored at the site and a description of where that material is being stored, received, shipped, and handled, as well as the quantities and frequency; and a list of all significant raw materials, intermediate products, final or finished products, recycled materials, and waste or disposed materials (id., Section A.5); (3) a description of potential pollutant sources including industrial processes, material handling and storage areas, dust and particulate generating activities, a description of significant spills and leaks, a list of all non-storm water discharges and their sources and a description of locations where soil erosion may occur (id., Section A.6); and (4) an assessment of all industrial activities and potential pollutant sources (id., Section A.7).

The SWPPP and facility practice do not include even the minimum BMPs required by the Nurdles Law. The SWPPP fails even to provide the volume of the three polyethylene pellet silos at the Facility. Visual observation has indicated spills of plastic pellets in the past, which PPC believes is ongoing because of the lack of plastic-specific BMPs. See 2013-2014 Annual Report.

Despite continuing violations of the effluent and discharge limitations, information available to PPC indicates that the TE Connectivity has not revised the SWPPP as necessary to ensure compliance with the CWA, in violation of Section A.9 and A.10 of the Stormwater

Permit. TE Connectivity has failed, and continues to fail, to identify all significant materials and to develop and implement adequate BMPs to prevent the exposure and subsequent discharge of pollutants at levels that do not impair the receiving water. Investigations also indicate the Facility has wastes and industrial activities that are exposed to rainfall and not covered with structural BMPs.

Every day that the Facility operates without revising and correcting the deficiencies in its SWPPP is a separate and distinct violation of the CWA and Stormwater Permit. See Stormwater Permit, Sections A.9 and A.10. TE Connectivity therefore has been daily and continuously in violation of its SWPPP requirements every day since at least April 27, 2010.

D. Failure to Analyze for All Likely Pollutants in Stormwater

The Stormwater Permit requires facilities to sample and analyze for all toxic chemicals and other pollutants that are likely to be present in storm water discharges in significant quantities as well as for specific analytical parameters associated with a facility's industry. Stormwater Permit, Section B.5.c(ii) and (iii). All facilities covered by the Stormwater Permit must analyze samples for "all toxic chemicals and other pollutants that are likely to be present." Stormwater Permit, B.5.c.

TE Connectivity has not sampled for all of the toxics and pollutants it identified in its own SWPPP that are likely pollutants. By way of example, the only heavy metal TE Connectivity test for is zinc, despite the fact that the Facilities' manufacturing processes include the use of nickel, copper, and lead. Additionally, TE Connectivity does not monitor for triallyl isocyanurate, despite its outdoor storage. At a minimum, TE Connectivity should monitor these additional parameters. Any failure to analyze all likely pollutants is ongoing, and every day TE Connectivity fails to adequately examine all significant pollutants discharged into its storm water is another violation of the CWA and Stormwater Permit.

E. Failure to Certify and File True and Accurate Annual Reports

The CWA and Stormwater Permit require that covered facilities submit an annual report by July 1st of each year to the Executive Officer for the Regional Water Quality Control Board responsible for the area (the Annual Report). Stormwater Permit, Section B.14. Facilities must include in their Annual Reports an analysis of storm water sampling and an evaluation of the storm water controls. *Id.* Finally, the Annual Report must be signed and certified by an appropriate corporate officer. Stormwater Permit, Sections B.14, C.9, and C.10.

As discussed above, TE Connectivity has mot complied with a numerous provisions under the CWA and required by the Stormwater Pernit. Nonetheless, TE Connectivity and its officers or managers for the past 5 years have inaccuraely signed and certified TE Connectivity's Annual Reports or failed to submit certifications. These false or missing certifications constitute violations of the CWA and the Stormwater Pernit. Each instance of TE Connectivity failing to submit a complete or correct Annual Report, and every time TE Connectivity or its agent inaccurately purported to comply with Stormwater Permit requirements, subjects TE Connectivity to penalties under the CWA. See Stormwater Permit, Sections A.9.d, B.14, C.9, and C.10.

III. Conclusion

Pursuant to the CWA, PPC intends to pursue civil penalties against TE Connectivity for the violations described above, an injunction against TE Connectivity to cease continuing violations, and recovery from TE Connectivity of attorneys' and experts' fees and costs associated with this enforcement action. See 33 U.S.C. § 1319(d) (civil penalties); 40 C.F.R. §19.4 (adjustment of civil monetary penalties for inflation); 33 U.S.C. §1365(a) (injunctive relief); and 33 U.S.C. § 1365(d) (recovery of attorney fees and expert fees). Each separate violation of the CWA occurring during the period commencing five years prior to the date of the notice of intent to file suit subjects the violator to a penalty. The CWA authorizes civil penalties of up to \$37,500 per day per violation for CWA violations after January 12, 2009.

At the end of the 60-day notice period, PPC intends to file a citizen suit under the CWA against TE Connectivity and its agents. PPC is willing to discuss effective remedies for the violations noted in this letter prior to filing suit. However, PPC does not intend to delay filing a complaint in federal court and therefore requests that TE Connectivity contact us promptly if it wishes to engage in discussions in the absence of litigation.

Sincerely,

James M. Birkelund

Attorneys for Earth Island Institute

Cc via U.S. Mail:

Federal Entities

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Gina McCarthy, Administrator U.S. Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460

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Thomas Howard
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Bruce H. Wolfe Executive Officer Regional Water Quality Control Board San Francisco Bay Region 1515 Clay Street, Suite 1400 Oakland, California 94612 Notice of Violation June 1, 2015

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ATTACHMENT A Instances of Reported Violations Storm Water Discharges

Wet	Date	Parameter	Sample	U.S. EPA	Facility
Season			Location	Benchmark or	Concentration in
			(discharge	Other Limits	Discharge (mg/L)
			point)	(mg/L)	
2013-	2.26.14	pН	F72	6.0-9.0 s.u.	9.11 s.u.
2014	2.26.14	Zn	F72	0.117*	0.29
	2.26.14	Zn	F57	0.117*	0.29
	2.26.14	Zn	R15	0.117*	0.46
	2.26.14	Zn	R16	0.117*	0.40
	2.26.14	TSS	R16	100	250
	11.19.13	Zn	F72	0.117*	1.2
	11.19.13	Zn	F57	0.117*	1.0
	11.19.13	Zn	R15	0.117*	0.66
	11.19.13	Zn	R16	0.117*	4.5
	11.19.13	Specific Conductivity	F72	200 umhos/cm	250 umhos/cm
	11.19.13	Specific Conductivity	F57	200 umhos/cm	260 umhos/cm
	11.19.13	Specific Conductivity	R16	200 umhos/cm	380 umhos/cm
2012-	2.19.13	Zn	F72	0.117*	0.39
2013	2.19.13	Zn	F57	0.117*	0.14
	2.19.13	Zn	R15	0.117*	0.68
	12.21.12	Specific Conductivity	F57	200 umhos/cm	230 umhos/cm
	12.21.12	Zn	F72	0.117*	0.32
	12.21.12	Zn	F57	0.117*	0.23
	12.21.12	Zn	R15	0.117*	0.41
	12.21.12	Zn	R16	0.117*	0.25
2011-	3.13.12	Zn	F72	0.117*	0.73
2012	3.13.12	Zn	F57	0.117*	0.42
	3.13.12	Zn	R15	0.117*	0.97
	10.3.11	TSS	F72	100	120
	10.3.11	TSS	F57	100	220
	10.3.11	Specific Conductivity	F72	200 umhos/cm	550 umhos/cm
	10.3.11	Specific Conductivity	F57	200 umhos/cm	310 umhos/cm
	10.3.11	Zn	F72	0.117**	1.7
	10.3.11	Zn	F57	0.117*	2.3
	10.3.11	Zn	R15	0.117*	1.3

Wet Season	Date	Parameter	Sample Location (discharge point)	U.S. EPA Benchmark or Other Limits (mg/L)	Facility Concentration in Discharge (mg/L)		
	10.3.11	Zn	R16	0.117*	1.3		
2010- 2011	5.31.11	Specific Conductivity	F72	200 umhos/cm	340 umhos/cm		
	5.31.11	Specific Conductivity	F57	200 umhos/cm	220 umhos/cm		
	5.31.11	Zn	F72	0.117*	1.0		
	5.31.11	Zn	F57	0.117*	0.48		
	5.31.11	Zn	R15	0.117*	0.83		
	5.31.11	Zn	R16	0.117*	0.74		
		ONLY	ONE SAMPLE	THIS WET SEASON	7		
2009- 2010	4.27.10	Specific Conductivity	F57	200 umhos/cm	220 umhos/cm		
	4.27.10	Zn	F72	0.117*	0.35		
	4.27.10	Zn	F57	0.117*	0.19		
	4.27.10	Zn	R15	0.117*	0.29		
	4.27.10	Zn	R16	0.117*	0.49		
	ONLY ONE SAMPLE THIS WET SEASON						

^{*} hardness dependent range of benchmarks

ATTACHMENT 3

Items to be Addressed in SWPPP

A. SWPPP revisions will:

- 1. Place a berm between the area of recycling operations and the dirt area to the north of the recycling area if existing grading/elevation is insufficient to prevent any unmonitored stormwater flow discharging from the recycling area to the two drop inlets identified as F51 and F50 that collect storm water runoff; and
- 2. Identify all down spouts locations and roof drainage areas;
- 3. Clarify which water collection systems that go to the storm drain versus sanitary drain;
- 4. Identify the sump that is located in the small area with hazardous waste storage identified on the site visit;
- 5. Provide more detailed description of manufacturing processes in addition to identifying raw materials; and
- 6. Require sampling and testing from each industrial storm water drainage area.
- B. Monitoring and Sampling Plan will test for appropriate parameters as determined by Stormwater Permit and Source Assessment.

C. Handling of Plastics:

TE Connectivity will comply with all terms of the 2015 Permit that apply to Plastics Facilities, as that term is defined in the 2015 Permit, see 2015 Permit, Section XVIII, which includes complying with the conditions and terms identified in the Facility's "Plastic Specific Training Material," on file with the Water Board as of the Effective Date and attached and incorporated as follows.

Plastic Materials and Storm Water

- Facilities that handle Plastic Materials are required to implement Best Management Practices (BMP) to eliminate discharges of plastic materials into storm water.
- Plastic Materials are virgin and recycled plastic resin pellets, powders, flakes, powdered additives, regrind, dust, and other similar types of preproduction plastics with the potential to discharge or migrate offsite.



Hazards of Plastic Materials in the Environment

Plastic materials released to the environment pose many hazards.

- Plastic Materials persist in oceans and other waters due to degradation issues. Plastic Materials have non-biodegradability characteristics.
- Preproduction plastic, like other plastic debris, may contain chemicals compounds that pose potential health and environmental hazards.
 Plastic in the marine environment is also able to accumulate and concentrate toxic pollutants.



Hazards of Plastic Materials in the Environment

- Preproduction plastic's small size allows the material to widely dispersed and become embedded in natural elements such as sediments and plant matter, making clean-up efforts costly and labor intensive.
- Preproduction plastic may be consumed by organisms that mistake it for food. Fish, sea birds, turtles, and marine mammals have been documented consuming plastic debris, including preproduction plastic formats.



TE has implemented the following Best Management Practices (BMPs) to prevent storm water discharges of Plastic Materials.

- Containment systems at each on-site storm drain discharge location down gradient of areas containing plastic material. Screens to capture plastic materials have been installed at the storm drains located on the east side of 305C and the west side of 305A.
- Plastics Facilities shall use durable sealed containers designed not to rupture under typical loading and unloading activities at all points of plastic transfer and storage. Plastic materials shall only be placed in a container that is suitable for the material and will not cause a release during handling.



- Plastics Facilities shall use capture devices as a form of secondary containment during transfers, loading, or unloading Plastic Materials.
 Examples of capture devices for secondary containment include, but are not limited to catch pans, tarps, berms or any other device that collects errant material.
- Plastics Facilities shall have a vacuum or vacuum-type system for quick cleanup of fugitive plastic material available for employees.
 Shop type vacuums are available in production areas to respond to spill of plastic materials. Spills may be also cleaned up using brooms, leaf blower type devices to direct spilled material to an area for removal, or other suitable spill response equipment. Once collected, errant plastics shall be placed in durable sealed containers.



- Plastics Facilities shall annually train employees handling Plastic Materials. Training shall include environmental hazards of plastic discharges, employee responsibility for corrective actions to prevent errant Plastic Materials, and standard procedures for containing, cleaning, and disposing of errant Plastic Materials.
- Plastics Facilities shall immediately fix any Plastic Materials
 containers that are punctured or leaking and shall clean up any errant
 material in a timely manner. All spills of Plastic Materials shall be
 cleaned up immediately.



- Plastics Facilities shall manage outdoor waste disposal of Plastic
 Materials in a manner that prevents the materials from leaking from
 waste disposal containers or during waste hauling. Pre-production
 polymers and shredded tubing cannot be placed into garbage bins
 destined to be compacted. Instead, they must be placed in drums,
 Gaylord boxes, or other suitable containers for off-site disposal.
- Plastics Facilities that maintain outdoor storage of Plastic Materials shall do so in a durable, permanent structure that prevents exposure to weather that could cause the material to migrate or discharge in storm water. Containers of polymers must be stored in an enclosed structure or in an enclosed trailer in the waste management area.



- Plastics Facilities shall maintain a schedule for regular housekeeping and routine inspection for errant Plastic Materials. Regular housekeeping shall be performed daily and inspections for errant plastic materials will be performed weekly.
- Any deficiencies found in the management of Plastic Materials that could contribute to storm water pollution shall be corrected in a timely manner. If any deficiencies are found, correct the issue and/or notify your supervisor immediately.

